



Sales & Service Contract

General Terms and Conditions of Sale

Our business relationships with our customers shall be based on our General Terms and Conditions of Sale, as defined below:

1. **Turn Key Service:** Contractor is providing a "turn key" system which includes all applicable standard hardware, materials, supplies and services required to provide a fully-operational system.
2. **Compliance to Building Codes:** All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
3. **License Status:** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. **Use of Subcontractors:** Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. **Change Order (Mid-Performance Amendments):** The Contractor and Customer recognize that Contractor's original cost and time estimates may prove too low due to unforeseen events, or to factors unknown to the Contractor when the contract was made; Customer may desire a mid-job change in the specifications that would add time and cost to the specified work possibly inconvenience the Contractor; or Other provisions of the contract may be difficult to carry out because of unforeseen events, such as a materials shortage or a labor strike. If these or other events beyond the control of the parties reasonable require adjustments to this contract, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this contract. Failure to reach agreement shall be deemed a dispute to be resolved as agreed herein.
6. **Liability Waiver:** Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. **Permits and Approvals:** Contractor shall obtain all permits necessary for the work to be performed to be added to the general costs.
8. **Taxes:** Unless otherwise indicated, no taxes are included in the prices. Customer agrees to pay any taxes which are paid or payable, or assessed in connection with this Work. In the event Customer shall fail to pay any periodic or installment payment due, Contractor may cease work without breach pending payment or resolution of any dispute.
9. **Dispute Resolution:** All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
10. **Force Majeure:** Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Any starting or completion dates stated by Contractor shall be subject to clarification of all technical details. Moreover, Contractor's obligation to meet any deadlines shall be based on the punctual and proper fulfillment of the customer's obligations. In the event of strikes, lockouts, Force Majeure, delayed shipments by suppliers or subcontractors or other causes hindering punctual Completion for reasons that Contractor are not accountable for, Contractor shall be entitled to extend the Completion date(s) by a reasonable amount of time.
11. **Materials:** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty if appropriate.
12. **What Constitutes Completion:** The work specified herein shall be considered completed upon approval by Customer, provided that Customer's approval shall not be unreasonably withheld. Except for any "retainage amount" (not to exceed 10%), substantial performance of the specified work in a workmanlike manner shall be considered sufficient grounds for Contractor to require final payment by Customer, except as provided in Liens and Waiver of Liens clause herein.
13. **Limited Warranties:** Contractor will complete the specified work in a substantial and workmanlike manner according to

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standard practices prevalent in Contractor's trade. The specified work will comply with all applicable building codes and regulations.

Contractor warrants that the labor and materials provided as part of the specified work will be free from defects for a period of five (5) years from the date of completion.

Major equipment as supplied by third-party(ies) manufacturer(s) shall be warranted in accordance with that manufacturer's warranty.

Contractor disclaims any liability for direct or indirect damages due to improper modifications, alterations or repair attempts, inappropriate use or operation, insufficient ventilation of electrical equipment, non-compliance with relevant safety standards or regulations, flood, lightning, over voltage, storm, fire (acts of nature).

Roof Warranty: Your roof is not warranted against leaks or other damages resulting from system installation.

It is up to the customer to be responsible for other preventative action in the event that snow or ice buildup creates a hazard for people, property or pets below the solar panels.

Contractor will not be liable for any direct, indirect or consequential damages, losses, costs or expenses however arising in contract or tort, including without restriction any economic losses of any kind, any loss or damage to property, any personal injury, any damage or injury arising from or as a result of misuse or abuse, or the incorrect operation of the equipment.

14. Site Maintenance: Contractor agrees to be bound by the following conditions when performing the specified work: At the end of each work day, Contractor's equipment shall be stored in a secure location. Contractor agrees to clean all debris from the work area and leave all appliances and facilities in good working order.

15. Right of Cancellation: Customer may cancel this Contract within three (3) days after signature by notifying Contractor of such in writing.

Customer rights: if you have inquiries or complaints that the provider is unable to resolve, you have the right to call the Department of Public Service Helpline at -800-342-3377. You may file a complaint on the Helpline or by following the instructions at: <http://www.dps.ny.gov/complaints.html>.

16. Other Terms: Customer and Contractor additionally agree that:

____NYSERDA funding may be subject to change due to incentive block changes, solar production proportion to optimal solar gain and the like. If this happens, the customer is required to pay the difference on the final invoice.

All agreements between Customer and Contractor related to the specified work are incorporated in this Contract. Any modification to the Contract shall be in writing.

I have read and agree to the above Sales & Service Contract:

CUSTOMER:

Signature _____

Date _____

CONTRACTOR:

Signature _____

Date _____